

Los Angeles County Board of Supervisors

> Gloria Molina First District

November 21, 2006

Yvonne B. Burke Second District

Zev Yaroslavsky Third District

> Don Knabe Fourth District

Michael D. Antonovich Fifth District The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Supervisors:

LOS ANGELES COUNTY COLLEGE OF NURSING AND ALLIED HEALTH 30-UNIT OPTION LICENSED VOCATIONAL NURSING TUITION AGREEMENT

(All Districts) (3 Votes)

## IT IS RECOMMENDED THAT YOUR BOARD:

- 1. Approve and instruct the Director of Health Services, or his designee, to offer and sign the attached 30-Unit Option Licensed Vocational Nursing (LVN) Tuition Agreement, substantially similar to Exhibit I, with students and the Los Angeles County College of Nursing and Allied Health, at its main campus located at LAC+USC Healthcare Network and designated off campus sites, effective upon date of Board approval for academic year 2006-2007 and subsequent academic years.
- 2. Delegate authority to the Director of Health Services, or his designee, to enter into 30-Unit Option LVN Tuition Agreements with new students, substantially similar to Exhibit I, and amendments that relate to program requirements, subject to review and approval by County Counsel, the Chief Administrative Office, and notification of Board offices. The delegated authority will be effective upon Board approval.

#### PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS:

Approval of the recommended actions will help address the current shortage of nurses available to provide services at Department of Health Services (DHS) hospitals and health facilities. The tuition agreement requirements address the category of LVN nursing students who do not meet the graduation/degree requirements of the existing Tuition Agreement.

Bruce A. Chernof, MD Director and Chief Medical Officer

John R. Cochran III
Chief Deputy Director

William Loos, MD Acting Senior Medical Officer

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To improve health

through leadership, service and education.





The Honorable Board of Supervisors November 21, 2006 Page 3

The 30-Unit Option nursing program may increase the County's pool of qualified nurses in County health facilities.

Attachment A provides additional information.

County Counsel has approved Exhibit I as to use and form.

#### **CONTRACTING PROCESS:**

Nursing programs are not advertised on the Los Angeles County Online Web site.

## **IMPACT ON CURRENT SERVICES (OR PROJECTS)**:

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,

Bruce A. Chernof, M.D.

Director and Chief Medical Officer

BAC:gh

Bl\_LVN 30 Unit.gh.wpd

Attachments (2)

c: Chief Administrative Officer County Counsel Executive Officer, Board of Supervisors The Honorable Board of Supervisors November 21, 2006 Page 2

The LVN 30-Unit Option nursing program will provide an incentive for LVNs to complete their licensure requirements and improve DHS' ability to recruit qualified students to fill vacant Registered Nurse positions at County facilities.

Authorizing delegated authority to the Director of Health Services to enter into the 30-Unit Option Tuition Agreements and any amendments related to nursing program requirements will streamline the current County process.

#### FISCAL IMPACT/FINANCING:

The total program fee of the 30-Unit Option Tuition Agreement is \$4,800. Students will pay \$700 per semester (\$1,400) and defer the balance of \$3,400 until they complete all necessary course work. If the student terminates enrollment, for any reason, prior to the completion of the nursing program, the balance at the time of termination will be due and payable. There is no budgetary impact.

#### FACTS AND PROVISIONS/LEGAL REQUIREMENT:

In May 1973, the Board approved tuition agreements with students to participate in a two year tuition release program which allowed them to repay their student loans by working for DHS. The program allowed students to complete their credentials for an Associate Degree in Nursing and qualify for the registered nursing State licensure exam.

On subsequent occasions, the Board approved tuition agreements with students wishing to participate in the nursing tuition release program and approved increases in the tuition rates.

Completion of the 30-Unit Option program enables LVNs, who have not met the general education requirements necessary to earn an Associate Degree in Nursing, to take the State Board of Registered Nursing licensure examination. Currently, the School of Nursing has an average enrollment of one 30-Unit Option student for every 14 Basic nursing students. The projected number of students participating in the 30-Unit Option program is 20 students annually.

Upon completion of the one year tuition program and state licensure as an Interim Permittee/ Registered Nurse, students may accept a full-time nursing position at the LAC+USC Healthcare Network or any other DHS facility and have their outstanding tuition canceled at a rate of \$283.33 per month following the first twelve months of full-time employment.

As an alternative option to employment service pay back or upon termination of enrollment, students may repay by lump sum or a payment plan at an interest rate of 5% over a one year period.

#### **SUMMARY OF AGREEMENT**

#### 1. TYPE OF SERVICE:

30-Unit Option nurse training program through the Los Angeles County College of Nursing and Allied Health.

#### 2. AGENCY ADDRESS/CONTACT PERSON:

Los Angeles County College of Nursing and Allied Health LAC+USC Healthcare Network 1237 North Mission Road Los Angeles, California 90033

Attention:

Doris DeHart, RN

Assistant Nursing Director of Education

Telephone/Facsimile Number: (323) 226-6339/(323) 226-6427

#### 3. TERM OF AGREEMENT:

The term of the Tuition Agreement will be effective upon student's admission into the 30-Unit nursing program and shall continue until student has fully performed all of his/her duties and obligations, to be determined by the Director of Health Services.

#### 4. <u>FINANCIAL INFORMATION</u>:

The total program fee of the 30-Unit Option Tuition Agreement is \$4,800. Students will pay \$700 per semester (\$1,400) and defer the balance of \$3,400 until they complete all necessary course work. If the student terminates enrollment, for any reason, prior to the completion to the nursing program, the balance at the time of termination will be due and payable.

#### 5. DESIGNATED ACCOUNTABLE FOR MONITORING AND EVALUATION:

Pete Delgado, Chief Executive Officer, LAC+USC Healthcare Network

#### 6. APPROVALS:

LAC+USC Administrator:

Pete Delgado, Chief Executive Officer

Finance:

Gary W. Wells, Director

Contracts and Grants Division:

Cara O'Neill, Chief

County Counsel:

Elizabeth J. Friedman, Senior Deputy

	EXHIBIT I	
Contract	No.	

### LOS ANGELES COUNTY COLLEGE OF NURSING AND ALLIED HEALTH

# 30-UNIT OPTION LVN TUITION AGREEMENT

	THIS AGREEMENT is made and	entered into this	day
of _	, 200		
	by and between	COUNTY OF LOS ANGELES (hereafter "County"),	
	and	(hereafter "Student").	
		Student's Address	

WHEREAS, pursuant to the provision of Section 1441 and 1445 of the California Health and Safety Code, County has established and operates through its Department of Health Services (hereafter "DHS" or "Department") various County Medical Centers and other health facilities; and

WHEREAS, County desires to increase the number of nurses available to provide services at its various Medical Centers and other health facilities; and

WHEREAS, County conducts a nurse education program (hereafter "Nursing Program") through the Los Angeles County College of Nursing and Allied Health (hereafter "School", unless otherwise stated) which has a main campus at DHS' LAC+USC Healthcare Network with off campus sites at certain DHS Medical Centers; hereafter collectively referred to as "Medical Center"

2. <u>ADMISSION TO SCHOOL</u>: Student has been accepted/admitted into, and agrees to pursue a full-time course of study in Schools Nursing Program beginning \_\_\_\_\_\_, 200\_\_\_ through \_\_\_\_\_\_, 200\_\_\_, (hereafter known as "Academic Term") leading to completion of the 30-Unit Option curriculum in Nursing, and will be required to take the Board of Registered Nursing licensure exam, subject to School's regulations and policies.

Student agrees in accordance with Paragraph I. Term
hereinabove, that School may extend Student's Academic Term if:

1) School approves a Leave of Absence, or 2) student did not
receive a passing grade for any Nursing Program course (i.e.,
"Course") during the term of this Agreement. For Students not
receiving a passing grade for any course during said term,
Students will be required to repeat such course during said term,
and pay additional tuition fees, not to be deferred under this
Agreement, above the tuition fee dollar amount listed in
Paragraph 5, TUITION CHARGES, hereinbelow, for each course in
which a passing grade was not received.

#### 3. <u>DUTIES OF COUNTY</u>: County agrees to:

- A. Admit Student to School and provide Student, subject to School's regulations and policies, with all Nursing courses necessary to complete the 30-Unit Option curriculum in nursing, required to take the Board of Registered Nursing licensure exam.
- B. Allow Student to retake any given course should Student's grades fall below passing scores according to

- 5. <u>TUITION CHARGES</u>: Schools tuition charges are Two
  Thousand Four Hundred Dollars (\$2,400) per semester. Student's
  liability for the total tuition charges for each semester shall
  accrue on the first day of each semester. Students shall:
  - A. Pay to County Seven Hundred Dollars (\$700.00) per semester, such sum to be due and payable on or before the first day of each semester.
  - B. Pay the balance of tuition charges up to One Thousand Seven Hundred Dollars (\$1,700) per semester as provided for as an option in this Agreement, hereinbelow. Providing that Student is absent on approved leave, the balance of tuition charges shall be deferred until Student returns to school.
  - C. Except as provided in Paragraph 9, STUDENT DISABILITY OR DEATH, repay County for all tuition costs incurred by County for Student as a Nursing Student or satisfy Student contractual employment requirements under this Agreement.

Notwithstanding any other provision of this Agreement, County may in its sole discretion, increase or decrease the tuition charges per semester and any change in the tuition charges shall be effective beginning the succeeding semester, provided the Student is given at least forty-five (45) days advance written notice of any changes in the tuition charges.

continuous full-time basis for a one (1) year period (i.e., a minimum of 1,796 actual hours worked within a twelve (12) month period) at Medical Center or at any other DHS health facility (or any combination of actual hours at either facility) after which, the total accrued tuition charges still owed to County shall begin to be reduced by the sum of Two Hundred Eighty-Three Dollars and Thirty-Three Cents (\$283.33) for each additional month Student remains in County employment, commencing with the thirteenth (13 th) month, as specified in Attachment A "TUITION CHARGES SCHEDULE", with the exception that accrued tuition still owed upon approved leave of absence, vacation, sick leave, or other time off (including but not limited to any unauthorized time-off) shall remain the same (i.e., shall not be reduced) until Student returns to work. All of the accrued tuition charges still owed upon voluntary termination of County employment, discharge under applicable termination of County employment, discharge under applicable Civil Service rules or DHS policies, or failure to qualify for the position under Civil Service rules shall become due and payable immediately upon such termination, discharge, or failure to qualify, and the unpaid balance of such sum shall accrue interest at the rate of five percent (5%) per annum from and after the date due and payable. Upon such termination, discharge, or failure to qualify, Student authorizes County to recover the total accrued tuition

County a lump sum amount of all tuition owed or an agreed upon amount per month, the total accrued deferred tuition charges, plus interest on the unpaid balance at the rate of five (5%) percent per annum from and after the date of termination of enrollment minus any applicable tuition refund in accordance with School policy. The agreed upon monthly payments shall be in an amount sufficient that the total accrued deferred tuition charges, plus interest, shall be paid to County in equal monthly payments over a period of time established by County not to exceed two (2) years. If Student fails to make any scheduled monthly payment, then the total accrued deferred tuition charges still owed, plus interest, shall become immediately due and payable to County.

- 8. COUNTY'S COLLECTION COSTS: In the event that Student fails to make any payment to County as described in Paragraphs 6 and 7 above, then County, in its sole discretion may charge Student for all costs to collect the tuition charges owed by Student, and Student shall pay County such collection costs as determined by County.
- 9. STUDENT'S DISABILITY OR DEATH: If Student's failure to complete the 30-Unit Option Curriculum after the first day of classes, or if Student's termination of County Employment required for the tuition reduction as set forth in Paragraph 6

  (A) above, is caused by Student's death or physical or mental disability as determined by Director, the Student, or Student's

County's Director of Health Services, and Student has caused this Agreement to be submitted in his/her behalf the day, month, and year first above written.

COUNTY OF LOS ANGELES

year first above wirecen.					
	COUNTY	OF LO	OS ANGELES		
			Chernof, and Chief		Officer
	STUDE	T:			
	ву	Signati	ure	Date	
		Printe	d Name		
APPROVED AS TO FORM BY THE OFFICE OF THE COUNT	Y COUNS	SEL			
APPROVED AS TO CONTRACT ADMINISTRATION:					
Department of Health Servi	.ces				
By: Cara O'Neill, Chief Contracts and Grants Di	vision				
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